

REQUEST FOR PROPOSALS

FEDERAL LIAISON SERVICES



RFP#160-01-101
State of California
California Energy Commission
October 2001

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Exhibits

- A Technical Evaluation Criteria Worksheet
- B Cost Proposal Form

Attachments

- 1 Contractor Status Form
- 2 Contractor Certification Clauses
- 3 Customer References
- 4 Sample Standard Agreement with Exhibits A, B, C, D, E, and F

I. Introduction

Background

The California Energy Commission is the state's primary energy policy and planning agency. In order to fulfill this mission, the Energy Commission must keep apprised of energy-related developments and opportunities at the federal level and must rely on outside assistance for this purpose. This Request for Proposal is the tool that the Energy Commission is using to secure ongoing consultant services on energy-related federal matters.

What is the Purpose of this RFP?

The purpose of this RFP is to select a qualified and experienced consultant to assist the California Energy Commission in tracking important national energy policy developments. In addition, the Contractor will advise the Commission on how to best represent the State's energy interests before Congress and federal agencies.

How Is This RFP Organized?

This Request for Proposals (RFP) is organized into the following five sections:

Section I provides a summary and administrative overview of the RFP requirements.

Section II explains the work to be accomplished, and deliverables and due dates.

Section III explains in detail the format, documents and technical expertise needed to submit a successful proposal.

Section IV provides administrative detail, including legal requirements of the RFP.

Section V explains the evaluation process.

How Much Funding is Available?

There is a maximum of \$225,000 available for the contract resulting from this RFP, or \$75,000 for each of three (3) years. The contract will be let to the Bidder with the lowest total cost bid from proposals that pass administrative and technical review. This is an hourly rate plus cost reimbursement contract with a ceiling on the total contract amount. The Commission reserves the right to increase or decrease the amount of any contract as needed to meet budget or program requirements.

I. INTRODUCTION, continued

What Are the Key Activities and Dates?

Key activities and times for this RFP are presented below. This is a tentative schedule, please call the Contracts Office to confirm dates.

| ACTIVITY | ACTION DATE |
|--|--------------------|
| RFP Release | October 11, 2001 |
| Deadline for Written Questions | October 18, 2001 |
| Distribute Questions/Answers and Addenda (if any) to RFP | October 22, 2001 |
| Deadline to Submit Proposals | October 31, 2001 |
| Interviews (Required) | November 7, 2001 |
| Notice of Proposed Award | November 12, 2001 |
| Commission Business Meeting | December 5, 2001 |
| Contract Start Date | January 1, 2002 |
| Contraction Termination Date | December 31, 2004 |

How Do I Respond to this RFP?

Responses to this solicitation shall be in the form of a Technical and Cost Proposal according to the format described in Section III. The Technical Proposal shall document the Bidder's experience, qualifications, project organization and approach to perform the tasks described in the Work Statement found in Section II, and the Cost Proposal shall detail the Bidder's budget to perform such tasks.

How Can I Obtain Further Information?

Potential Bidders may ask questions about the requirements of this RFP. Bidders must prepare their questions in writing and mail, email or or FAX them to the Contact Person (see Who Do I Contact?). All questions will be answered in writing and will be distributed to recipients of this RFP by October 22, 2001. Questions and Answers regarding this RFP will also be posted on the Commission's Web Site at www.energy.ca.gov. **Deadline for written questions is October 18, 2001.**

I. INTRODUCTION, continued

Who Do I Contact?

Questions or clarifications about this RFP should be directed to:

SANDRA BARNETT, CONTRACT OFFICER
California Energy Commission
1516 Ninth Street, MS-18
Sacramento, California 95814
Telephone: (916) 654-5186
FAX: (916) 654-4423

This RFP is available through the Commission's Web Site at:
www.energy.ca.gov/contracts Copies may be obtained by writing or calling:

California Energy Commission
1516 Ninth Street, MS-18
Sacramento, California 95814
Telephone: (916) 654-4788
FAX: (916) 654-4423

Verbal Communication

Any verbal communication with a Commission employee concerning this RFP is not binding on the State or the Commission and shall in no way alter a specification, term, or condition of the RFP.

What Are My Responsibilities For Submitting A Proposal?

Bidders must take the responsibility to:

- Carefully read this entire RFP
- Ask the appropriate questions in a timely manner
- Submit all required responses in a complete manner by the required date and time
- Make sure that all procedures and requirements of the RFP are followed and appropriately addressed
- Carefully reread the entire RFP before submitting a proposal.

II. Work Statement

About This Section

In this section, the Commission describes the tasks the Contractor will be asked to perform under the direction of the Commission Contract Manager.

Project Description, Goals and Objectives

The California Energy Commission is seeking a qualified and experienced consultant to assist in tracking important national energy policy developments and to advise how to best represent the State's energy interests before Congress and federal agencies.

General Tasks

The following tasks will be performed by the Contractor at the direction of the Energy Commission Contract Manager:

1. Monitor policies and programs of federal agencies that may affect California. Assist the Commission in responding to these policies and programs. Identify key federal decision-makers and staff, and arrange for communication of California positions to them. Provide memoranda as requested on current federal policies, programs, and rulemakings.
2. Identify opportunities for federal funding of energy projects that would benefit California and advise the Commission on how best to pursue these opportunities. Assist the Commission in the presentation of proposals to the appropriate agencies.
3. Identify and follow federal energy legislation that may affect California. Work with the Commission Contract Manager in formulating California's response to proposed legislation and conveying California's positions to other organizations with mutual interests.
4. Maintain frequent contact with the Contract Manager for the purpose of keeping the Energy Commission's Commissioners and staff advised of current federal energy policy developments that may affect California.
5. Consultant will be required to travel to the Energy Commission in Sacramento, California, a maximum of twice per year. The cost of this travel should be considered when preparing the cost portion of bid submittal.

II. Work Statement, Continued

Deliverables

1. The Contractor will submit brief monthly reports to the Commission Contract Manager by email, summarizing communications and activities during the month.
2. The Contractor will submit additional reports and memoranda requested by the Commission Contract Manager, as described in the General Tasks, above.
3. The Contractor will assist in the preparation of testimony, position papers, or correspondence for hearings and meetings at the request of the Commission Contract Manager.
4. The Contractor will set up meetings with key energy staff and policy makers at the request of the Commission Contract Manager, and manage itineraries for Commissioners and key staff when in Washington, D.C.

III. Proposal Format and Required Documents

About This Section

This section contains the detailed technical and mandatory proposal format requirements and the approach for the development and presentation of proposal data. The format is prescribed to enable the State to evaluate each proposal uniformly and fairly. Format instructions must be adhered to, all requirements and questions in the RFP must be responded to, and all requested data must be supplied. The maximum amount of this contract will be \$225,000.; however, you may submit cost proposals at a lower amount.

How Many Copies Of My Proposal Do I Submit?

Mail or deliver an **original Proposal and 8 copies** to the address given in Section IV. The Bidder must submit the copies in two separately sealed envelopes labeled Volume 1, Technical Proposal and Volume 2, Cost for Request for Proposal #160-01-101.

What Is The Required Format?

Volume 1

The following topics constitute the mandatory order of presentation for a Proposal. Two-sided copying is preferred:

Section 1—Administrative Response

- Cover Letter
- Table of Contents
- Required Forms
 - ✓ Contractor Status Form
 - ✓ Certification Clauses Package
 - ✓ Customer References

Section 2—Technical Response

- Summary
- Description of Project
- Qualifications
- Workplan
- Experience and Capabilities
- Previous Work Products

Volume 2

Total cost to complete work tasks including detailed rates. Using Exhibit B, Cost Proposal, Bidder shall identify for each year of the contract, their Total Flat Retainer Fee multiplied by 12 months. Contractor's Flat Monthly Retainer Fee, will be paid monthly, in arrears, and shall

III. Proposal Format and Required Documents, Continued

include **ALL** of Contractor's expenses pursuant to the work involved in this RFP, including, but not limited to, labor, employee fringe benefits, operating expenses, employer taxes and insurance, subcontracting services, expenses for all travel and subsistence, taxes due on equipment, rent, transportation, phones and fax. A separate cost proposal section for each year of the contract is provided on Exhibit B, Cost Proposal. Bidders should anticipate their expenses for the upcoming years.

Volume 1 – Section 1, Administrative Response

Cover Letter

Each Bidder shall submit a cover letter on company letterhead that includes:

- A reference to: "REQUEST FOR PROPOSALS, No.160-01-101";
- Summary of the Bidder's ability to perform the services described in the Work Statement; and,
- Statement that the Bidder is willing to perform those services and enter into a contract with the State.

The cover letter must be signed by a person having the authority to commit the Bidder to a contract.

Table Of Contents

Each Proposal must include a Table of Contents, organized in the order cited above and include corresponding page numbers.

Required Administrative Forms

Every Bidder must complete and include the following forms with their proposal:

- Contractor Status Form, Attachment 1
- Contractor Certification Clauses, Attachment 2
- Customer References, Attachment 3

Bidders must provide, and will be scored on, a list of at least four (4) clients, employers, or associates who have received similar services from the Bidder or the Bidder's personnel or subcontractors, or who are familiar with Bidder's qualifications and experiences during the last five (5) years by completing Attachment 3, "Customer References." Such services should be of comparable complexity to the services requested in this RFP. Complete one customer reference form for each reference and include the completed forms in Section 1 of Volume 1 of Bidder's proposal.

III. Proposal Format and Required Documents, Continued

All references must include the name and telephone number of a contact person with the contracting organization. These individuals, as well as others, may be contacted by the Commission when reviewing the submitted proposals. Final evaluations filed with the State on Bidder's past contract performance may be reviewed; therefore, the Bidder may wish to discuss any disagreements he/she has with those evaluations.

Volume 1 – Section 2, Technical Response

Summary

Provide a brief summary of your overall approach to achieving the goals and objectives in the Work Statement, highlighting any outstanding features and/or qualifications your team possesses relevant to performing the work, including managing the project and evaluating its effectiveness.

Description of Proposed Work for the Commission

Clearly describe your proposed methods of completing the tasks described in Section II, explaining in detail your plan for achieving the Commission's goals and objectives of this work. Your project description shall include:

- Your proposed methods for identifying federal funding of energy projects on an annual basis
- Your planned approach for monitoring policies and programs of federal agencies
- Your plan for identifying and tracking federal legislation that may affect California
- How your firm would maintain low costs and frequent communications with the Commission Contract Manager, while minimizing time impacts and costs to the State.

Qualifications

Document your qualifications as they apply to performing each of the six qualifications listed below. Identify and address each of the three qualifications listed below. Bidder must provide a list of all employees that would be assigned to the resulting contract of this RFP, including resumes and hourly rates. Any assigned employees must have qualifications comparable to the Bidder.

- ✓ Applicant must be based in the Washington D.C. area.
- ✓ Applicant must have at least 10 years of experience with national and state energy issues and policies and working with energy-related federal agencies. Energy-related agencies include, but may not be limited to: The Departments of Energy and Transportation, The Environmental Protection Agency, and The Federal Energy Regulatory Commission.

III. Proposal Format and Required Documents, Continued

- ✓ Applicant must have at least 10 years of experience working with energy-related non-government organizations, such as environmental, consumer and business groups involved in federal and state energy issues and policies.
- ✓ Applicant must demonstrate skill in communicating and coordinating activities with a range of interested parties (such as the Governor's office, trade organizations, representatives of governmental agencies, etc.)
- ✓ Applicant must demonstrate familiarity with the Commission's regulations and procedures.
- ✓ Applicant must demonstrate familiarity with Federal energy regulations and procedures.

Detailed Work Plan

Provide a detailed work plan of your proposed project that includes a work statement, and deliverables. Describe your capabilities to achieve the work listed in Section II, Work Statement, including ensuring the quality of work products.

Previous Work Products

- Describe and provide at least two examples of federal or California energy-related legislative or policy analyses written or prepared under Bidder's direction in the last three years.

Volume 2–Cost

Cost Summary Letter

The RFP response shall state the Bidder's costs for carrying out the project as outlined during the period of the contract. Three years costs must be included. When preparing this section, be sure to take into consideration the length of the project and include increases in salaries and wages, general and administrative, overhead, travel, etc.

The costs must be displayed utilizing a cost cover letter on the organization's letterhead.

NOTE

The rates you bid are a part of the final contract and may not be changed. The Commission will accept a Federal Government audit of general and administrative, overhead, and labor rates. Proof must be provided in the proposal to support your rates.

The following is a list of items that must be included in your project cost:

III. Proposal Format and Required Documents, Continued

- Bidder's Direct Labor - List name, classification, and rate per hour and number of hours by task.
- Subcontractors/Consultants (if any) – Name, Technical Specialty, rate per hour/day, and number of hours/day by task.
- Travel and per diem - Identify destinations, number of trips, and cost per trip. Travel expenses incurred will be reimbursed at no more than the State per diem rates for non-represented State employees, and must be included in the Bidder's cost. International travel expenses incurred will be reimbursed at no more than the U.S. Government rate for meals, incidental and lodging expenses. Receipts for lodging are required and subject to the Commission Contract Manager's approval.
- Supplies/Equipment
- Information Technology - Cost for machine time – such as cost of computer use (batch mode or time-share) and data entry. Unallowable Costs: expenditures for computers, computer equipment – purchased or leased, software – purchased or leased, and application-development services.
- Other Costs
- Overhead Rate - List basis of application and all items charged in overhead
- General and Administrative - List basis of application
- Fee (not allowed on subcontractors invoices)

Contract Payments

Payment for this contract will be made according to a Flat Monthly Retainer Fee, upon satisfactory completion and submission and approval of the Monthly Progress Report, and other reports as requested by the Contract Manager. In computing the amount of any payment, the Commission Contract Manager shall determine, after receiving an undisputed invoice, what the Contractor has earned during the period for which payment is being made, based on deliverables received and/or satisfactory services rendered.

No payment will be made in advance of services rendered, and not more frequently than one payment a month.

IV. Administration

What Is An RFP?

The competitive method used for this procurement of services is a Request for Proposal (RFP). A Proposal submitted in response to this RFP will be scored and ranked based on the criteria in Exhibit A. Every Technical Proposal must establish in writing the Bidder's ability to perform the RFP tasks listed in the Work Statement. The Commission will contract with the Bidder who satisfies the administrative requirements, technical criteria and who provides the lowest cost bid or lowest loaded hourly rate.

How Are Key Words Defined?

Important definitions for this RFP are presented below:

| Word/Term | Definition |
|------------------|--|
| State | State of California |
| DGS | Department of General Services |
| Commission | California Energy Commission |
| RFP | Request for Proposal, this entire document |
| Proposal | Formal written response to this document from contractor |
| Bidder | Respondent to this RFP |

Contractor Definition

The Contractor is defined as the firm that receives the contract for specific tasks from the Commission as a result of this RFP and shall be referred to as the "Contractor" in this RFP. The Contractor has primary and legal responsibility for all of the work within the Work Statement, is an expert in all of the management and administration areas, may be an expert in one or more of the task areas, and manages the work of the entire contract team.

Subcontractor Definition

A subcontractor is defined as a firm or individual expert or consultant with financial/technical expertise to supplement the Contractor's expertise. The Contractor in conjunction with the subcontractor team is referred to as the contractor team. The Commission reserves the right to use some or all of the subcontractors belonging to the contractor team, and to remove, approve and/or designate additional subcontractors during the contract term.

IV. Administrative Requirements, Continued

What Is The Deadline For Submitting Proposals?

All copies of your proposal must be delivered to the Commission Contract Office by **October 31, 2001**.

NOTE

In accordance with Public Contract Code 10344, the Commission will **not** accept late Proposals (delivered after 5:00 p.m.). There are no exceptions to this law.

How Do I Deliver My Proposal?

A Bidder may deliver a Proposal by:

- U. S. Mail;
- In person; or
- Messenger service.

All Proposals must be **delivered** to the Commission's Contracts Office by 5:00 p.m. on October 31, 2001. If a Bidder chooses either of the last two methods, delivery of all copies prior to 5:00 p.m. on October 31, 2001, must be made during normal business hours of 8:00 a.m. – 5:00 p.m., Monday through Friday. E-mail and facsimile (FAX) transmissions **WILL NOT** be accepted in whole or in part under any circumstances.

Where Do I Deliver My Proposal?

California Energy Commission
1516 Ninth Street, 1st Floor
Contracts Office, MS-18
Sacramento, California 95814

How Many Copies Do I Submit?

Mail or deliver an **original Proposal and 8 copies** to the address given above. The Bidder must submit the copies in two separately sealed envelopes labeled Volume 1, Technical Proposal and Volume 2, Cost for Request for Proposal #160-01-101.

Are There Important Administrative Details I Should Know?

Bidders' Cost

The Bidder is responsible for the cost of developing a proposal, and this cost cannot be charged to the State.

IV. Administrative Requirements, Continued

Drug-Free Workplace

The successful Bidder(s), by signing the final contract, certifies compliance with California Government Code Section 8350 et seq., which relates to providing a drug-free workplace.

Americans With Disabilities Act

The successful Bidder(s), by signing the final contract, certifies compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Recycled Paper and Products

The successful Bidder(s) shall certify in writing the minimum, if not exact, percentage of recycled content of paper used in the performance of the contract, regardless of whether the product meets the required recycled product percentage defined in Section 12161 and 12200. The successful Bidder(s) may certify that the product contains zero recycled content. (PCC § 10308.5).

How Do I Respond to this RFP?

Responses to this solicitation will be in the form of a Technical and Cost Proposal according to the format described in Section III. The Technical Proposal shall document the Bidder's experience, qualifications, project organization and approach to perform the tasks described in the Work Statement found in Section II, and the Cost Proposal shall detail the Bidder's budget to perform such tasks.

Can The Commission Cancel This RFP?

Yes, if it is in the State's best interest, the Commission reserves the right to do any of the following:

- Cancel this RFP;
- Amend this RFP as needed; or
- Reject any or all Proposals received in response to this RFP

Can The Commission Amend This RFP?

If the RFP must be amended, the Commission will mail a formal written addendum to all parties who requested the RFP and will also post it on the Commission's Web Site <www.energy.ca.gov/contracts> and Department of General Services' Web Site <www.dgs.ca.gov/cscr>.

Errors

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Bidder shall immediately notify the Commission of such error by mail, email or fax and

IV. Administrative Requirements, Continued

request modification or clarification of the document. Clarifications will be given by written notice of all parties who requested the RFP, without divulging the source of the request for clarification. The Commission shall not be responsible for failure to correct errors.

What Are The Contract Requirements?

Term of the Contract

The term of the contract will be January 1, 2002 to December 31, 2004.

RFP in Final Contract

The content of this RFP shall be incorporated by reference into the final contract.

Contract Cancellation

The Commission reserves the right to terminate any contract awarded through this RFP by providing 30-days notice to the successful Bidder.

No Contract Until Signed & Approved

No agreement between the Commission and the successful Bidder is in effect until the contract is signed by the Contractor, approved at a Commission Business Meeting, and approved by the Department of General Services.

Contract Amendment

The contract executed as a result of this RFP will be able to be amended by mutual consent of the Commission and the Contractor. The contract may require amendment as a result of project review, changes and additions, changes in project scope, or availability of funding.

Audit

The California Bureau of State Audits may audit a contract awarded under this RFP for a period of three years after the final payment or termination of the contract.

What If I Decide To Modify Or Withdraw My Proposal?

Withdrawal/Modification

A Bidder may, by letter to the Contact Person, withdraw or modify a submitted Proposal before October 31, 2001, at 5:00 p.m. Proposals cannot be changed after that date and time.

Can I Use Sub-Contractors?

Yes. Any subcontractors the Bidder chooses to use in fulfilling the requirements of this RFP, that are expected to receive more than ten percent (10%) of the value of the contract, must also meet all administrative and technical requirements of this RFP. The Bidder must provide a summary of each subcontractor's qualifications, experience and duties that would be performed under the Work Statement.

IV. Administrative Requirements, Continued

The Contractor is responsible for the quality of all subcontractor work, and may only replace subcontractors as specified under the terms of the contract.

How Do I Know If I've Been Awarded A Contract?

Subsequent to the Proposal evaluations and interviews, the Commission will post a "Notice of Proposed Award" at the Commission's headquarters in Sacramento, and on the Commission's Web Site, on or about November 12, 2001, after 12:00 noon at:

California Energy Commission
Contracts Office
1516 Ninth Street, MS-18
Sacramento, CA 95814

What Happens To My Documents?

On the Notice of Proposed Award date all proposals and related material, with the exception of work examples, submitted in response to this RFP become a part of the public record and are available for public disclosure. Bidders who want any work examples they submitted with their proposals returned to them shall provide either sufficient postage, or a U.P.S. or Courier Charge Code. If adequate postage or a charge code is not provided for as mentioned above the documents will be destroyed.

Commission Issued RFP

The California Energy Commission has issued this RFP on behalf of the State of California. The Commission is the sole point of contact concerning this RFP. The Contact Person for questions is:

SANDRA BARNETT, CONTRACTS OFFICER
CALIFORNIA ENERGY COMMISSION
1516 9TH Street
Sacramento, CA 95814
Telephone: (916) 654-5186
FAX: (916) 654-4423

When Is The Deadline For Questions About This RFP?

Potential Bidders may ask questions about the requirements of this RFP. Bidders must prepare their questions in writing and send or FAX them to the Contact Person. Questions will be answered in writing and distributed to recipients of the RFP. **The deadline for written questions is October 18, 2001.**

IV. Administrative Requirements, Continued

Nondiscrimination Certification

Any bid, proposal, or offer for a contract which is submitted by a contractor who has been decertified from contracting with the State by the Department of Fair Employment and Housing (DFEH), shall be deemed to be nonresponsive. Refer to the California Notice Register for a list of decertified contractors. (Published by the Office of Administrative Law and available through the Office of State Printing).

Bidders' Admonishment

This RFP contains the instructions governing the requirements for a firm quotation to be submitted by interested Bidders, the format in which the technical information is to be submitted, the material to be included, the requirements which must be met to be eligible for consideration, and Bidder responsibilities. Bidders must take the responsibility to carefully read the entire RFP, ask appropriate questions in a timely manner, submit all required responses in a complete manner by the required date and time, make sure that all procedures and requirements of the RFP are followed and appropriately addressed, and carefully reread the entire RFP before submitting a proposal.

On What Grounds Would My Proposal Be Rejected?

A Proposal shall be rejected if:

- It is received after the exact time and date set for receipt of Proposal's pursuant to Public Contract Code, Section 10344.
- It is lacking a properly executed Certification Clauses, Attachment 2.
- It contains false or intentionally misleading statements or references which do not support an attribute or condition contended by the Bidder.
- The Proposal is intended to erroneously and fallaciously mislead the State in its evaluation of the Proposal and the attribute, condition, or capability is a requirement of this RFP.
- There is a conflict of interest as contained in Public Contract Code Sections 10410, 10411 and/or 10365.5.

A Proposal may be rejected if:

- It is not prepared in the mandatory format described.
- It is unsigned.
- The firm or individual has submitted multiple proposals for each task.
- It does not literally comply or contains caveats that conflict with the RFP and the variation or deviation is not material, or it is otherwise nonresponsive.
- The Commission may waive any immaterial defect or deviation contained in a Bidder's proposal. The Commission's waiver shall in no way modify the proposal or excuse the successful Bidder from full compliance.

IV. Administrative Requirements, Continued

What are the Protest Procedures?

A Bidder may file a protest against the proposed awarding of a contract. Once a protest has been filed, contracts will not be awarded until either the protest is withdrawn, or the Commission cancels the RFP, or the Department of General Services decides the matter.

Please note the following:

- Protests are limited to the grounds contained in the California Public Contract Code Section 10378.
- During the five working days that the Notice of Proposed Award (NOPA) is posted, protests must be filed with the DGS Legal Office and the Commission Contracts Office.
- Within five days after filing the protest, the protesting Bidder must file with the DGS and the Commission Contracts Office a full and complete written statement specifying the grounds for the protest.
- If the protest is not withdrawn or the solicitation is not canceled, DGS will decide the matter. There may be a formal hearing conducted by a DGS hearing officer or there may be briefs prepared by the Bidder and the Commission for the DGS hearing officer consideration.

V. Evaluation

About This Section

This section explains how the proposals will be evaluated. It describes the evaluation stages, preference points, and scoring of all proposals. A Bidder's proposal will be evaluated and scored based on its response to information requested in Sections II and III.

During the evaluation and selection process, the Commission may interview a Bidder for the purpose of clarification and verification of information provided in the proposal.

How Will My Proposal Be Evaluated?

To analyze all Proposals, the Commission will organize an Evaluation Committee whose members have expertise in evaluating consulting services. The Proposals will be analyzed in three stages:

Stage One: Fulfillment of RFP Mandatory Format

The Contracts Office will first identify those Bidders whose Proposals adhere to the required format outlined in Section III; Bidders who do not follow the required format may be eliminated from the competition.

Stage Two: Evaluation of Proposals

Part One: The Evaluation Committee will then evaluate and score all remaining Proposals based on the Evaluation Criteria Worksheet, Exhibit A. The Committee may, at its discretion, seek clarification of any point in the written technical proposal through a conference call with the affected Bidder. After the technical evaluation, those Bidders who pass the minimum required technical score of 85 points (85%) will be scheduled for the structured interview by the Committee. **Those Bidders not meeting the minimum technical score of 85 points will not be interviewed.**

Part Two: Bidders passing Part One of the technical evaluation will be scheduled for an interview to be conducted in Washington D.C. The Evaluation Committee will use patterned questions to conduct the interviews. When Bidders are informed that they have passed Part One, Bidders will be faxed a format for the structured interview, in addition to the time and place for the structured interview. Bidder responses will be scored in accordance with the criteria contained in Exhibit A. All scores are final at this time. Bidders who pass the minimum required score of 85 points will have their proposals proceed to Stage Three.

VI. Evaluation Criteria, continued

Stage Three: Cost Proposal

Those proposals that pass the minimum technical points will have their cost proposal opened.

The contract will be awarded to the lowest Bidder who met the minimum technical and administrative requirements.

How Will My Proposal Be Scored?

The Evaluation Committee will award points based on the following considerations. The point calculations reflect the averages of the combined scores of all Evaluation Committee members.

Fail (0 points)

Zero points are awarded for responses considered to be unacceptable, such as:

- Is not in substantial accord with the RFP requirements;
- Has a potential significant effect on the amount paid or net cost to the State or the quality or quantity of product and/or service;
- Provides an advantage to one competitor over the other competitors, for example, not paying minimum wages.

Minimally Acceptable (1-3 points) Below average response, such as:

- The proposal states a requirement, but offers no explanation of how or what will be accomplished;
- The response contains a technical deficiency which is an inaccurate statement or reference concerning the how, what, where, or when, which is part of an overall statement or description.

Meets Minimum Requirements (4-6 points) Average response, such as:

- Satisfies the minimum requirements and describes generally how and/or what will be accomplished.

Exceeds Minimum Requirements (7-9 points) Above average response, such as:

VI. Evaluation Criteria, continued

- Satisfies the minimum requirements and specifically describes how and/or what will be accomplished in an exemplary manner, using sample products and illustrative materials (i.e., diagrams, charts, graphs, etc.).

Exceptional (10 points) Superior response, such as:

Exceeds the minimum requirements and specifically describes how and/or what will be accomplished both quantitatively and qualitatively, using sample products and illustrative materials (i.e., diagrams, charts, graphs, etc.).

Criteria And Points

The Evaluation Committee will review and evaluate the Proposals and Interviews based on the Evaluation Criteria Worksheet. See Exhibit A.

Exhibit A

Applicant_____ By:_____

QUALIFICATIONS EVALUATION

Weighting Factors and Criteria

Scoring Rated 1 to 10

PROPOSAL EVALUATION CRITERIA

| Category | Weighted Factor | X | Weighted Points | = | Points (1-10) |
|---|-----------------|---|-----------------|---|---------------|
| 1. Overall Approach To Work Statement | 1.0 | | | | |
| | | | | | |
| 2. Organizational Strengths of Bidder | 1.0 | | | | |
| | | | | | |
| 3. Experience and Knowledge – Federal Agency Management Staff and Federal Energy-Related Non-Government Organizations | 2.0 | | | | |
| | | | | | |
| 4. Experience and Knowledge – Federal Energy Policy Issues and Programs | 2.0 | | | | |
| | | | | | |
| 5. Experience and Knowledge – Federal-State or State Energy Issues and Programs | 2.0 | | | | |
| | | | | | |
| 6. Prior Project Writing Samples | .5 | | | | |
| | | | | | |
| 7. Personnel Availability | .5 | | | | |
| | | | | | |
| 8. References | 1.0 | | | | |

Minimum Points Required to Pass.....85

Maximum Points Available.....100

Total Passing Percentage85

The Selection Committee will interview candidates that achieve a minimum score of 85 on the proposal evaluation. Only those passing with a minimum score of 85 will be interviewed.

INTERVIEW EVALUATION CRITERIA

| Category | Weighted Factor | X | Weighted Points | = | Points (1-10) |
|---|-----------------|---|-----------------|---|---------------|
| 1. Knowledge and skill of federal energy issues, policies, and programs | 3.0 | | | | |
| | | | | | |
| 2. Knowledge and skill of federal-state energy issues, policies, and programs | 3.0 | | | | |
| | | | | | |
| 3. Presentation and Communication Skills | 4.0 | | | | |

Candidates that achieve a score of 85 or above will be selected on the basis of the lowest bid for services. In the event of a like bid, the candidate with the highest proposal and interview score combined will be selected.

Exhibit A

Applicant_____ By:_____

QUALIFICATIONS EVALUATION

Weighting Factors and Criteria

Scoring Rated 1 to 10

PROPOSAL EVALUATION CRITERIA

| Category | Weighted Factor | X | Weighted Points | = | Points (1-10) |
|---|-----------------|---|-----------------|---|---------------|
| 1. Overall Approach To Work Statement | 1.0 | | | | |
| | | | | | |
| 2. Organizational Strengths of Bidder | 1.0 | | | | |
| | | | | | |
| 3. Experience and Knowledge – Federal Agency Management Staff and Federal Energy-Related Non-Government Organizations | 2.0 | | | | |
| | | | | | |
| 4. Experience and Knowledge – Federal Energy Policy Issues and Programs | 2.0 | | | | |
| | | | | | |
| 5. Experience and Knowledge – Federal-State or State Energy Issues and Programs | 2.0 | | | | |
| | | | | | |
| 6. Prior Project Writing Samples | .5 | | | | |
| | | | | | |
| 7. Personnel Availability | .5 | | | | |
| | | | | | |
| 8. References | 1.0 | | | | |

Minimum Points Required to Pass.....85

Maximum Points Available.....100

Total Passing Percentage85

The Selection Committee will interview candidates that achieve a minimum score of 85 on the proposal evaluation. Only those passing with a minimum score of 85 will be interviewed.

INTERVIEW EVALUATION CRITERIA

| Category | Weighted Factor | X | Weighted Points | = | Points (1-10) |
|---|-----------------|---|-----------------|---|---------------|
| 1. Knowledge and skill of federal energy issues, policies, and programs | 3.0 | | | | |
| | | | | | |
| 2. Knowledge and skill of federal-state energy issues, policies, and programs | 3.0 | | | | |
| | | | | | |
| 3. Presentation and Communication Skills | 4.0 | | | | |

Candidates that achieve a score of 85 or above will be selected on the basis of the lowest bid for services. In the event of a like bid, the candidate with the highest proposal and interview score combined will be selected.

EXHIBIT B

COST PROPOSAL

Year 1

| | |
|--|------------------------|
| Flat Monthly Retainer Fee | \$ |
| | X.....12 months |
| This amount will be used to determine low bid | \$ |

Year 2

| | |
|--|------------------------|
| Flat Monthly Retainer Fee | \$ |
| | X.....12 months |
| This amount will be used to determine low bid | \$ |

Year 3

| | |
|--|------------------------|
| Flat Monthly Retainer Fee | \$ |
| | X.....12 months |
| This amount will be used to determine low bid | \$ |

Contractor's flat monthly retainer fee, to be paid monthly, in arrears, includes **ALL** of Contractor's expenses pursuant to the work involved in this Agreement, including, but not limited to, labor, employee fringe benefits, operating expenses, employer taxes and insurance, subcontracting services, expenses for all travel and subsistence, taxes due on equipment, rent, transportation, telephones and fax.

ATTACHMENT 1

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION
Contracts Office

CONTRACTOR STATUS FORM

Contractor's Name _____

County _____

Address _____

Federal Employer ID

Phone

FAX

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS

☐ Individual

☐ Limited Partnership

☐ General Partnership

☐ Corporation

☐ Other

INDIVIDUAL

If a sole proprietorship, state the true name of sole proprietor:

PARTNERSHIP

If a partnership, list each partner, including limited partners, stating their true name and their interest in the partnership:

CORPORATION

If a corporation, place and date of incorporation: _____

Date corporation was authorized by Sect. of State: _____

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Agent for service of process and address if different from above:

OTHER

Explain:

SMALL BUSINESS PREFERENCE

Are you claiming preference as a small business?

☐ YES - Attach approval letter from Office of Small and Minority Business.
☐ NO

Date you filed for small business preference: _____ Your small business ID number: _____

NOTE: This form must be completed or your proposal may be rejected.

CERTIFICATION CLAUSES

Std. CC (New 2-98)

ATTACHMENT 2

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

| | |
|-------------------------------|----------------------------------|
| Official's Name | |
| <i>Date Executed</i> | <i>Executed in the County of</i> |
| <i>Contractor's Signature</i> | |
| <i>Title</i> | |
| <i>Legal Business Name</i> | <i>Federal ID Number</i> |

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide that every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

CERTIFICATION CLAUSES

Std. CC (New 2-98)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

- a. Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

- b. Former State Employees (PCC 10411):

- any 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420) Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CERTIFICATION CLAUSES

Std. CC (New 2-98)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. ANTITRUST CLAIMS:
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

CERTIFICATION CLAUSES

Std. CC (New 2-98)

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
9. VENDOR DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity at the time of contract signing.

Attachment 3
CUSTOMER REFERENCES

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION
CONTRACTS OFFICE

CUSTOMER REFERENCES

Provide a minimum of 4 references, use additional pages as needed.

Reference #1

| | |
|--|--|
| Name of Organization | |
| Address | |
| Contact Name | |
| Contact Title | |
| Contact Phone Number | |
| Describe the services and products your firm provided to the organization. | |

THIS AGREEMENT, made and entered into this _____ day of _____, 20__**01**__,
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

| | |
|-----------------------------------|---|
| TITLE OF OFFICER ACTING FOR STATE | AGENCY |
| Executive Director | State Energy Resources Conservation & Development Commission |
| , hereafter called | |
| CONTRACTOR'S NAME | |
| , hereafter called | |

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter express
does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contract
time for performance or completion, and attach plans and specification, if any.)*

1. PURPOSE

The purpose of this contract is to retain the services of a qualified and experienced consultant to assist the California Energy
Commission in tracking important national energy policy developments. In addition, the Contractor will advise the
Commission on how to best represent the State's energy interests before Congress and federal agencies.

2. TERM

The term of this contract shall be from _____ to _____, but shall not become effective until
approved by the Department of General Services, Legal Office.

CONTINUED ON _____ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

| STATE OF CALIFORNIA | CONTRACTOR |
|---|---|
| AGENCY State Energy Resources Conservation and Development Commission | CONTRACTOR <i>(If other than an individual, state whether a corporation, partnership, etc.,</i> |
| BY (AUTHORIZED SIGNATURE) ▷ | BY (AUTHORIZED SIGNATURE) ▷ |
| PRINTED NAME OF PERSON SIGNING Cheryl Raedel | PRINTED NAME AND TITLE OF PERSON SIGNING |
| TITLE Manager, Contracts Office | ADDRESS |

| | | | | | |
|--|-----------------------------------|------------|----------------------------------|---------|-------------|
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ | PROGRAM/CATEGORY (CODE AND TITLE) | FUND TITLE | Department of Genera Use Only | | |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ | (OPTIONAL USE) See Attached | | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ | ITEM | CHAPTER | | STATUTE | FISCAL YEAR |
| OBJECT OF EXPENDITURE (CODE AND TITLE) | | | | | |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. | | T.B.A. NO. | B.R. NO. | | |
| SIGNATURE OF ACCOUNTING OFFICER ▷ | | DATE | | | |

STANDARD AGREEMENT

STD. 2 (REV. 5-91) (REVERSE)

1. The Contractor agree to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the contractor in the performance of this contract.
2. The Contractor, and the agents and employees of Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
5. Time is of the essence in this agreement.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

EXHIBIT A

Scope of Work

The purpose of this Agreement is to retain the services of a qualified and experienced consultant to assist the Commission in tracking important national energy policy developments. In addition, the Contractor will advise the Commission on how to best represent the State's energy interests before Congress and federal agency.

REPORTS

A. Progress Report

The Contractor shall prepare a monthly progress report which summarizes all contract activities conducted by the Contractor including contract expenditures to date. The progress report is due to the Commission Contract Manager within 15 days after the end of the month and each progress report shall coincide with the invoice period. The Commission Contract Manager will specify the report format and the number of copies to be submitted.

B. Final Reports

Contractor shall prepare a comprehensive Final Report, a brief summary of same, and a brief (200 words or less) factual abstract of the Final Report.

- 1) **Meeting** - Contractor shall meet with the Commission Contract Manager to present the findings, conclusions, and recommendations. Both the final meeting and the Final Report must occur on or before the ending term of this Agreement.
- 2) **Abstracts** - Contractor shall provide a brief (200 words or less) factual abstract of the most significant information contained in the report.
- 3) **Summary** - The summary shall include a statement of the problem, methods or techniques used to solve the problem, conclusions and any additional follow-up or ongoing recommendations. The summary shall be prepared in language and structure easily understood by members of the public who may have limited technical background.
- 4) **Format**--Final reports and summaries shall be prepared in the following manner:
 - ☐ Camera-ready originals, in black ink, which include originals of oversize material, and ten copies.
 - ☐ Illustrations and graphs sized to 8 1/2 x 11 page.
 - ☐ Contractor's name shall only appear on the cover and title page as follows:

California Energy Commission
Project Title
Contract Number
By (Contractor)

TASKS

The following tasks will be performed by the Contractor at the direction of the Energy Commission Contract Manager:

1. Monitor policies and programs of federal agencies that may affect California. Assist the Commission in responding to these policies and programs. Identify key federal decision-makers and staff, and arrange for communication of California positions to them. Provide memoranda as requested on current federal policies, programs, and rulemakings.
2. Identify opportunities for federal funding of energy projects that would benefit California and advise the Commission on how best to pursue these opportunities. Assist the Commission in the presentation of proposals to the appropriate agencies.
3. Identify and follow federal energy legislation that may affect California. Work with the Commission Contract Manager in formulating California's response to proposed legislation and conveying California's positions to other organizations with mutual interests.
4. Maintain frequent contact with the Contract Manager for the purpose of keeping the Energy Commission's Commissioners and staff advised of current federal energy policy developments that may affect California.
5. Consultant will be required to travel to the Energy Commission in Sacramento, California, a maximum of twice per year. The cost of this travel should be considered when preparing the cost portion of bid submittal.

Deliverables

1. The Contractor will submit brief monthly reports to the Commission Contract Manager by email, summarizing communications and activities during the month.
2. The Contractor will submit additional reports and memoranda requested by the Commission Contract Manager, as described in the General Tasks, above.
3. The Contractor will assist in the preparation of testimony, position papers, or correspondence for hearings and meetings at the request of the Commission Contract Manager.
4. The Contractor will set up meetings with key energy staff and policy makers at the request of the Commission Contract Manager, and manage itineraries for Commissioners and key staff when in Washington, D.C.

EXHIBIT B
Budget Detail and Payment Provisions

1. **INVOICING PROCEDURES:** For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to:

California Energy Commission
Accounting Office, MS-2
1516 9th Street, First Floor
Sacramento, California 95814

2. **BUDGET CONTINGENCY CLAUSE:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Exhibit A, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

3. **TRAVEL AND PER DIEM RATES:** Contractor shall be reimbursed for travel and per diem expenses using the same rates provided to nonrepresented state employees. Contractor may obtain current rates from the Commission Contract Officer. Travel expenses in excess of the state rates cannot be reimbursed.

4. **RETENTION:** The State shall retain from each invoice an amount equal to 10% of that invoice. The retained amount shall be held by the Commission and released to Contractor only upon the Commission's approval that the Contractor has satisfactorily completed all of the required services and the Final Report (if required) has been received and accepted.

If a contract consists of the performance of separate and distinct tasks, then any funds withheld for a particular task may be paid upon completion of that task.

Contractor shall invoice the State for retention withheld by the Commission.

5. **PAYMENT TERMS:**

☐ *Monthly Flat Rate* ☐ *Quarterly Flat Rate* ☐ *One –Time Payment*
☒ *Itemized Monthly or Quarterly Invoice*
☐ *Advance Payment Not to Exceed \$_____ or _____% of Contract Amount*
☐ *Reimbursement/Revenue*
☐ *Other (Explain) (i.e. lump sum/deliverable)*

6. **CONDITIONS:**

- A. No payment shall be made in advance of services rendered.
- B. A request for payment must include an invoice with cost backup, such as, travel receipts (where appropriate) receipts for equipment or supplies, copies of subcontractor's invoice, deliverables as required by the Agreement, and written progress reports.
- C. Invoices shall identify charges by tasks, personnel, labor rates and hours, and expenses authorized by this Agreement
- D. Payments shall be made to Contractor for undisputed invoices. An undisputed invoice is an invoice submitted by the Contractor for services rendered and for which additional evidence is not required to determine its validity. Contractor will be notified via a Dispute Notification Form, within 15 working days of receipt of an invoice, if the State disputes the submitted invoice.
- E. Payment will be made in accordance with, and within the time specified, in Government Code Chapter 4.5, commencing with Section 927.
- F. Final invoice must be received by the Commission no later than 60 calendar days after the Agreement termination date.
- G. The State will pay for State or local sales or use taxes on the services rendered or equipment, parts or software supplied to the Commission pursuant to this Agreement. The State of California is exempt from Federal excise taxes, and no payment will be made for any taxes levied on employee's wages.
- H. Each invoice shall list separately and cumulatively Contractor's use of Disabled Veteran Business Enterprise (DVBE) and include a copy of each DVBE invoice to Contractor.

7. **BUDGET DETAIL**

EXHIBIT C
General Terms and Conditions

PLEASE NOTE: This page will not be included with the final Agreement. The General Terms and Conditions will be included in the Agreement by reference to Internet site: www.dgs.ca.gov/contracts choose **Standard Language for use in Standard Agreements or if this Agreement is with another State agency, choose Interagency Agreement.** The exact terms to be used will be those appearing on the website the date the Agreement is signed by Contractor.

EXHIBIT D
Special Terms and Conditions

1. **CONTRACT MANAGEMENT:**

- A. Contractor may change Project Manager but the Commission reserves the right to approve any substitution of the Project Manager.
- B. The Commission may change the Contract Manager by notice given Contractor at any time signed by the Contract Officer.
- C. Commission staff will be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the Commission Contract Manager. In this connection, Commission staff will be given access to all data, working papers, etc., which Contractor may seek to utilize.
- D. Contractor will not be permitted to utilize Commission personnel for the performance of services, which are the responsibility of Contractor unless the Commission Contract Manager previously agrees to such utilization in writing and an appropriate adjustment in price is made. No charge will be made to Contractor for the services of Commission employees while performing, coordinating or monitoring functions.

2. **STANDARD OF PERFORMANCE:** Contractor shall be responsible in the performance of Contractor's/subcontractor's work under this Agreement for exercising the degree of skill and care required by customarily accepted good professional practices and procedures. Any costs for failure to meet these standards, or otherwise defective services, which require reperformance, as directed by Commission Contract Manager or its designee, shall be borne in total by the Contractor/subcontractor and not the Commission. In the event the Contractor/subcontractor fails to perform in accordance with the above standard the following will apply: Nothing contained in this section is intended to limit any of the rights or remedies which the Commission may have under law.

- A. Contractor/subcontractor will reperform, at its own expense, any task, which was not performed to the reasonable satisfaction of the Commission Contract Manager. Any work reperformed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Commission.
- B. The Commission shall provide a new schedule for the reperformance of any task pursuant to this paragraph in the event that reperformance of a task within the original time limitations is not feasible.
- C. If the Commission directs the Contractor not to reperform a task; the Commission Contract Manager and Contractor shall negotiate a reasonable settlement for satisfactory services rendered. No previous payment shall be considered a waiver of the Commission's right to reimbursement.

3. **PERFORMANCE EVALUATION:** Consistent with Public Contract Code Sections 10367 and 10369, the Commission shall, upon completion of this Agreement, prepare a performance evaluation of the Contractor. Upon filing an unsatisfactory evaluation with the Department of General Services, Office of Legal Services (DGS) the Commission shall notify and send a copy of the evaluation to the Contractor within 15 days. The Contractor shall have 30 days to prepare and send statements to the Commission and the DGS defending his or her performance. The Contractor's statement shall be filed with the evaluation in the Commission's Contract file and with DGS for a period of 36 months and shall not be a public record.

4. **REPORTS:**

- A. **Progress and Final Reports:** Contractor shall prepare progress reports summarizing all activities conducted by Contractor to date on a schedule as provided in Exhibit A. At the conclusion of this Agreement, Contractor shall prepared a comprehensive Final Report, on a schedule as provided in Exhibit A. Both Progress and Final Reports shall be delivered to the Commission Contract Manager.
- B. **Title:** Contractor's name shall only appear on the cover and title page of reports as follows:
California Energy Commission
Project Title
Contractor Number
By (Contractor)
- C. **Ownership:** Each report shall become the property of the Commission.
- D. **Non-Disclosure:** Contractor will not disclose data or disseminate the contents of the final or any progress report without written permission of the Commission Contract Manager, except as provided in F, below. Permission to disclose information on one occasion or public hearings held by the Commission relating to the same shall not authorize Contractor to further disclose and disseminate the information on any other occasion. Contractor will not comment publicly to the press or any other media regarding its report, or Commission's actions on the same, except to Commission staff, Contractor's own personnel involved in the performance of this Contract, or at public hearing, or in response to questions from a legislative committee. Notwithstanding the foregoing, in the event any public statement is made by the Commission or any other party, based on information received from the Commission as to the role of Contractor or the content of any preliminary or final report, Contractor may, if it believes the statement to be incorrect, state publicly what it believes is correct.
- E. **Confidentiality**
No record which has been designated as confidential, or is the subject of a pending application of confidentiality, shall be disclosed by the Contractor, Contractor's employees or any tier of subcontractors, except as provided in 20 California Code of Regulations, Sections 2506 and 2507, unless disclosure is ordered by a court of competent jurisdiction (20 California Code of Regulations, Sections 2501, et seq.). At the election of the Contract Manager, Contractor, Contractor's employees and any subcontractor shall execute a "Confidentiality Agreement," supplied by the Commission Contract Manager or Contract Officer.

Each subcontract shall contain provisions similar to the foregoing related to the confidentiality and nondisclosure of data.

- F. **Disclosure:** Ninety days after any document submitted by the contractor is deemed by the Contract Manager to be a part of the public records of the State, Contractor may, if it wishes to do so at its own expense, publish or utilize a report or written document but shall include the following legend:

“LEGAL NOTICE”

"This report was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this report; nor does any party represent that the use of this information will not infringe upon privately owned rights."

5. **CONTRACT DATA, OWNERSHIP RIGHTS:**

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research or experimental, developmental or engineering work, or be usable or be used to define a design or process, or to support a premise or conclusion asserted in any deliverable document required by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, data or information, etc. It may be in machine form, such as punched cards, magnetic tape or computer printouts, or may be retained in computer memory.
- B. "Deliverable data" is that data which, under the terms of this Agreement, is required to be delivered to the Commission and shall belong to the Commission.
- C. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Agreement, and which Contractor has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and effect at the time when performance of this Contract is commenced. The title to "proprietary data" shall remain with the Contractor throughout the term of this Agreement and thereafter. The extent of the Commission access to, and the testimony available regarding, the proprietary data shall be limited to that reasonably necessary to demonstrate, in a scientific manner to the satisfaction of scientific persons, the validity of any premise, postulate or conclusion referred to or expressed in any deliverable for this Agreement.
- D. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Contract. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Contract at the Commission's expense, together with complete documentation thereof, shall be treated in the same manner as "generated data." "Generated data" shall be the property of the Commission, unless and only to the extent that it is specifically provided otherwise in this Agreement.

- E. As to "generated data" which is reserved to Contractor by the express terms hereof, and as to any pre-existing or "proprietary data" which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced as evidence in a court of law at Contractor's own expense for a period of not less than three years after receipt by the Commission of the Final Report herein.
- F. Before the expiration of the three years, and before changing the form of or destroying any data, Contractor shall notify the Commission of any contemplated action and the Commission may, within thirty (30) days after notification, determine whether it desires the data to be preserved. If the Commission so elects, the expense of further preserving data shall be paid for by the Commission. Contractor agrees that the Commission may at its own expense, have reasonable access to data throughout the time during which data is preserved. Contractor agrees to use its best efforts to furnish competent witnesses or to identify competent witnesses to testify in any court of law regarding data.

6. **RIGHTS OF PARTIES IN COPYRIGHTS, PHYSICAL WORKS OF ART AND FINE ART**

The Contractor, by signing this Contract, expressly grants to the Commission for all copyrightable material, work of art and original work of authorship first produced, composed or authored in the performance of this Contract a royalty-free, paid-up, non-exclusive, irrevocable, nontransferable, worldwide license to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display a work of art or fine art, and to authorize others to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display a work of art or fine art.

Contractor, by signing this Contract, expressly conveys to the Commission all ownership of the physical works of art and fine art produced under this Contract. Contractor agrees it does not reserve any rights to the physical works of art and fine art produced under this Contract.

Contractor shall obtain these same rights for the Commission from all subcontractors and others who produce copyrightable material, works of art, or works of fine art under this Contract. Contractor shall incorporate these paragraphs, modified appropriately, into its agreements with subcontractors. No subcontract shall be entered into without these rights being assured to the Commission from the subcontractor.

- 7. **PUBLIC HEARINGS:** If public hearings on the scope of work are held during the period of the Contract, Contractor will make available to testify the personnel assigned to this Agreement. The Commission will reimburse Contractor for compensation and travel of the personnel at the Contract rates for the testimony which the Commission requests.
- 8. **DISPUTES:** In the event of a Contract dispute or grievance between Contractor and the Commission, both parties shall follow the following two-step procedure. Contractor shall continue with the responsibilities under this contract during any dispute.

A. Commission Dispute Resolution

The Contractor shall first discuss the problem informally with the Commission Contract Manager. If the problem cannot be resolved at this stage, the Contractor must direct the grievance together with any evidence, in writing, to the Commission Contracts Officer. The

grievance must state the issues in the dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Commission Contracts Officer and the Program Office Manager must make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The Contracts Officer shall respond in writing to the Contractor, indicating a decision and explanation for the decision. Should the Contractor disagree with the Contracts Officer decision, the Contractor may appeal to the second level.

The Contractor must prepare a letter indicating why the Contracts Officer's decision is unacceptable, attaching to it the Contractor's original statement of the dispute with supporting documents, along with a copy of the Contracts Officer's response. This letter shall be sent to the Commission's Executive Director within ten (10) working days from receipt of the Contracts Officer's decision. The Executive Director or designee shall meet with the Contractor to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter. The Executive Director may inform the Commission of the decision at a Commission business meeting. Should the Contractor disagree with the Executive Director's decision, the Contractor may appeal to the Commission at a regularly scheduled business meeting. Contractor will be provided with the current procedures for placing the appeal on a Commission Business Meeting Agenda.

B. Binding Arbitration

Should the Commission's Dispute Resolution procedure above fail to resolve a contract dispute or grievance to the satisfaction of the Contractor, the Contractor and Commission mutually may elect to have the dispute or grievance resolved through binding arbitration. If one party does not agree, the matter shall not be submitted to arbitration. The arbitration proceeding shall take place in Sacramento County, California, and shall be governed by the commercial arbitration rules of the American Arbitration Association (AAA) in effect on the date the arbitration is initiated. The dispute or grievance shall be resolved by one (1) arbitrator who is an expert in the particular field of the dispute or grievance. The arbitrator shall be selected in accordance with the aforementioned commercial arbitration rules. If arbitration is mutually decided by the parties, arbitration is in lieu of any court action and the decision rendered by the arbitrator shall be final (not appealable to a court through the civil process). However, judgment may be entered upon the arbitrator's decision and is enforceable in accordance with the applicable law in any court having jurisdiction over this Agreement. The demand for arbitration shall be made no later than six (6) months after the date of the contract's termination, despite when the dispute or grievance arose, and despite the applicable statute of limitations for a suit based on the dispute or grievance. If the parties do not mutually agree to arbitration, the parties agree that the sole forum to resolve a dispute is state court.

The cost of arbitration shall be borne by the parties as follows:

- 1) The AAA's administrative fees shall be borne equally by the parties;
- 2) The expense of a stenographer shall be borne by the party requesting a stenographic record;
- 3) Witness expenses for either side shall be paid by the party producing the witness;
- 4) Each party shall bear the cost of its own travel expenses;
- 5) All other expenses shall be borne equally by the parties, unless the arbitrator apportions or assesses the expenses otherwise as part of his or her award.

At the option of the parties, any or all of these arbitration costs may be deducted from any balance of Contract funds. Both parties must agree, in writing, to utilize contract funds to pay for arbitration costs.

9. **TERMINATION:**

The parties agree that because the Commission is a state entity and contracts on behalf of all Californian rate payers, it is necessary for the Commission to be able to terminate, at once, upon the default of Contractors and to proceed with the work required under the Agreement in any manner the Commission deems proper. Contractor specifically acknowledges that the unilateral termination of the Agreement by the Commission under the terms set forth below is an essential term of the Agreement, without which the Commission would not enter into the Agreement. Contractor further agrees that upon any of the events triggering the unilateral termination the Agreement by the Commission, the Commission has the sole right to terminate the Agreement, and it would constitute bad faith of the Contractor to interfere with the immediate termination of the Agreement by the Commission.

This Agreement may be terminated for any reason set forth below.

A. With Cause

In the event of any breach by the Contractor of the conditions set forth in this Agreement, the Commission may, without prejudice to any of its legal remedies, terminate this Agreement for cause upon five (5) days written notice to the Contractor. In such event, Commission shall pay Contractor only the reasonable value of the services theretofore rendered by Contractor, as may be agreed upon by the parties or determined by a court of law, but not in excess of the contract maximum payable. "Cause" includes without limitation:

- 1) Failure to perform or breach of any of the terms or covenants at the time and in the manner provided in this Agreement; or
- 2) Contractor is not able to pay its debts as they become due and/or Contractor is in default of an obligation that impacts his ability to perform under this Agreement; or
- 3) It is determined after notice and hearing by the Commission or the Executive Director that gratuities were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Commission, with a view toward securing an Agreement or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of the Agreement; or
- 4) Significant change in Commission policy such that the work or product being funded would not be supported by the Commission; or
- 5) Reorganization to a business entity unsatisfactory to the Commission; or
- 6) The retention or hiring of subcontractors, or the replacement or addition of personnel that fail to perform to the standards and requirements of this Agreement.

B. Without Cause

The Commission may, at its option, terminate this Agreement without cause in whole or in part, upon giving thirty (30) days advance notice in writing to the Contractor. In such

event, the Contractor agrees to use all reasonable efforts to mitigate the Contractor's expenses and obligations hereunder. Also, in such event, the Commission shall pay the Contractor for all satisfactory services rendered and expenses incurred within 30 days after notice of termination which could not by reasonable efforts of the Contractor have been avoided, but not in excess of the maximum payable under this Agreement.

10. **WAIVER:** No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of the Commission to enforce at any time any of the provisions of this Contract, or to require at any time performance by Contractor of any of the provisions, shall in no way be construed to be a waiver of those provisions, nor in any way affect the validity of this Contract or any part of it or the right of the Commission to thereafter enforce each and every such provision.
11. **CAPTIONS:** The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.
12. **PRIOR DEALINGS, CUSTOM OR TRADE USAGE:** In no event shall any prior course of dealing, custom or trade usage modify, alter, or supplement any of these terms.
13. **NOTICE:** Notice to either party may be given using the following delivery methods, certified mail, Federal Express, United Parcel Service, or personal delivery, providing evidence of receipt, to the respective parties identified on page one of this Agreement.

Delivery by fax or e-mail is not considered notice for the purpose of this Agreement. Notice shall be effective when received, unless a legal holiday for the State commences on the date of the attempted delivery. In which case, the effective date shall be postponed 24 hours, or whenever the next business day occurs.

14. **STOP WORK:** The Commission Contract Officer may, at any time, by written notice to Contractor, require Contractor to stop all or any part of the work tasks in this Agreement. Stop Work Orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in project schedule, misrepresentations and the like.
 - A. **Compliance** Upon receipt of such stop work order, Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.
 - B. **Equitable Adjustment** An equitable adjustment shall be made by Commission based upon a written request by Contractor for an equitable adjustment. Such adjustment request must be made by Contractor within thirty (30) days from the date of receipt of the stop work notice.
 - C. **Revoking a Stop Work Order** Contractor shall resume the stopped work only upon receipt of written instructions from the Commission Contract Officer canceling the stop work order.

15. **INTERPRETATION OF TERMS:** Any inconsistency between the terms of any exhibits shall be resolved in favor of Exhibit A, Scope of Work and Exhibit E, Additional Provisions.
16. **CONTRACTOR DUTIES, OBLIGATIONS AND RIGHTS:** The Contractor under the performance of this Agreement has been fully informed of its duties, obligations and rights under Public Contract Code, Section 10381, and any additional Contractor's rights and obligations which should be included.

EXHIBIT E
Additional Provisions

1. **CONFIDENTIALITY**: The Commission Contract Manager and the Contractor will identify pre-existing confidential or proprietary items to be delivered under this Agreement.

OR

The Contractor has not identified any confidential or proprietary items to be delivered under this Agreement.

OR

The Commission agrees to keep confidential the items listed below.

AND

In the event there is a disagreement regarding confidential treatment of items to be delivered under the Agreement, the parties shall use the "Disputes" clause. Those items to be considered as confidential shall be subject to the Commission Executive Director's determination of confidentiality. If the Contractor wishes to appeal the Executive Director's determination, the appeal shall be made to the full Commission. If the Contractor disagrees with this determination, the Contractor may seek judicial review as per Title 20 CCR 2506, et seq.

A. Public and Confidential Deliverables

All deliverables including, but not limited to, progress reports, task deliverables and the Final Report shall not contain confidential information except when the Commission Contract Manager and the Contractor deem it necessary to include confidential information in a deliverable. In such event, the Contractor shall prepare the deliverable in two separate volumes, one for public distribution and one to be maintained in the Commission's confidential records located in the Contractor's Office. Only those items specifically listed here or in a subsequent determination of confidentiality qualify as confidential deliverables.

B. Identifying and Submitting Confidential Information

All confidential information submitted by the Contractor shall be marked "Confidential" on each page of document containing the confidential information and presented in a sealed package to the Commission Contract Officer.

C. Future Confidential Information

The Contractor and the Commission agree that during this Agreement, it is possible that the Contractor may develop additional data or information that the Contractor considers to be protectable as confidential information. The Commission Contract Manager shall provide Contractor with a copy of the Commission's Application for Confidential Designation. Contractor must list all items and information along with justification for confidentiality and submit the application to the Commission Contract Manager. The Commission Executive Director makes the final determination of confidentiality. Such subsequent determinations will be added to this Exhibit.

2. **PROPOSAL INTERPRETATION:** This project shall be conducted in accordance with the terms and conditions of Commission Request for Proposal, Invitation for Bid or Request for Qualifications number 160-01-101, titled, Federal Liaison Services, Contractor's proposal dated _____ and this Agreement. The Contractor's proposal is not attached, but is expressly incorporated by reference into this Agreement. In the event of conflict or inconsistency between the terms of this Agreement and the Contractor's proposal, this Agreement shall be considered controlling.
- 3.
5. **CONFLICT OF INTEREST:**
- A. Contractor agrees to continuously review new and upcoming projects in which members of the Contractor team may be involved for potential conflicts of interest. Contractor shall report its findings in its progress report.
- B. Contractor shall submit a completed Fair Political Practices Commission Form 700, "Statement of Economic Interests" for each consultant directed by the Commission to file a statement.
- C. No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract which amounts to no more than 10 percent of the total monetary value of the consulting services contract.

EXHIBIT F
Names and Addresses of Agreement Representatives

| | |
|--|---|
| Commission Contract Manager: , MS- California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone Fax # e-mail: <u> @energy.state.ca.us</u> | Contractor Project Manager: (Name) (Contractor Name) Address Phone: Fax: e-mail |
| Commission Contract Officer: , MS-18 California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone: (916) 654- Fax:(916) 654-4423 e-mail: <u> @energy.state.ca.us</u> | Contractor Contract Officer: (Name) (Contractor Name) Address Phone: Fax: e-mail |
| Deliver confidential deliverables to this location only. | |
| Invoices, Progress Reports and Non-Confidential Deliverables to: Accounting Office, MS-2 California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone: 916-654-4401 Fax: 916-65 e-mail: ----@energy.state.ca.us | |
| Legal Notices: Cheryl Raedel, MS-18 Manager, Contracts Office California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone: 916-654-4392 Fax: 916-654-4423 e-mail: <u>craedel@energy.state.ca.us</u> | (contractor legal person) |
| | Contractor's Key Personnel: (Individual's Names listed) |
| | Key Subcontractors: (Company Names listed. Include names of individuals if they are key.) |